

**SETAREH LAW GROUP**

Shaun Setareh, Esq. (SBN 204514)

Email: [shaun@setarehlaw.com](mailto:shaun@setarehlaw.com)

Thomas Segal, Esq. (SBN 222791)

Email: [thomas@setarehlaw.com](mailto:thomas@setarehlaw.com)

Farrah Grant, Esq. (SBN 293898)

Email: [farrah@setarehlaw.com](mailto:farrah@setarehlaw.com)

315 S Beverly Drive, Suite 315

Beverly Hills, CA 90212

Tel: (310) 888-7771

Fax: (310) 888-0109

Attorneys for Plaintiff JORGE PEREZ

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

JORGE PEREZ, on behalf of  
himself, all others similarly situated,  
and the general public,

Plaintiffs,

vs.

PERFORMANCE FOOD GROUP,  
INC., a Colorado corporation;  
VISTAR TRANSPORTATION,  
LLC, a Delaware limited liability  
company; ROMA FOOD  
ENTERPRISES, INC., a California  
corporation; and DOES 1-50,  
inclusive,

Defendants.

CASE NO. 2:17-cv-00357-JAK-SK

Assigned to: Hon. John A. Kronstadt

[Discovery Document: Referred to  
Magistrate Judge Steve Kim]

**STIPULATED PROTECTIVE  
ORDER**

1           **1. GENERAL**

2           1.1 Purposes and Limitations. Discovery in this action is likely to involve  
3 production of confidential, proprietary, or private information for which special  
4 protection from public disclosure and from use for any purpose other than  
5 prosecuting this litigation may be warranted. Accordingly, the parties hereby  
6 stipulate to and petition the Court to enter the following Stipulated Protective Order.  
7 The parties acknowledge that this Order does not confer blanket protections on all  
8 disclosures or responses to discovery and that the protection it affords from public  
9 disclosure and use extends only to the limited information or items that are entitled  
10 to confidential treatment under the applicable legal principles. The parties further  
11 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order  
12 does not entitle them to file confidential information under seal; Civil Local Rule 79-  
13 5 sets forth the procedures that must be followed and the standards that will be  
14 applied when a party seeks permission from the court to file material under seal.

15           1.2 Good Cause Statement. This action is likely to involve the disclosure  
16 of (1) material protected under the constitutional, statutory, or common law right to  
17 privacy and (2) confidential business, financial, proprietary, or private personnel,  
18 policy, and payroll information for which special protection from public disclosure  
19 and from use for any purpose other than prosecution of this action is warranted. Such  
20 confidential and proprietary materials and information consist of, among other  
21 things, confidential information regarding current and former employees;  
22 confidential business or financial information; information regarding confidential  
23 business practices; other confidential commercial information (including information  
24 implicating privacy rights of third parties); information otherwise generally  
25 unavailable to the public; and information that may be privileged or otherwise  
26 protected from disclosure under state or federal statutes, court rules, case decisions,  
27 or common law. Accordingly, to expedite the flow of information, to facilitate the  
28 prompt resolution of disputes over confidentiality of discovery materials, to

adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

## **2. DEFINITIONS**

2.1 Action: Action refers to the above-referenced matter titled *Jorge Perez v. Performance Food Group, Inc., et. Al.*, Case No. 2:17-cv-00357-JAK-SK.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that have not been made public or are not otherwise available or accessible in the public domain and that qualify for protection under Federal Rule of Civil Procedure 26(c) or concern or relate to the confidential or proprietary information of: (1) Defendants Performance Food Group, Inc and Vistar Transportation, LLC.; (2) Plaintiffs; or (3) any third parties, other than putative or certified class members, the disclosure of which information is likely to have the effect of causing harm to the competitive position of Defendant or to the organization or person from whom the information was obtained or to the party’s privacy. Information designated Confidential may be used only in connection with this proceeding and not for any other purpose. Such information may not be disclosed to anyone except as provided in this Order.

2.4 Counsel: “Counsel” means Outside Counsel of Record and House Counsel (as well as their support staff), including, but not limited to:

1           1)     Setareh Law Group and its support staff and other employees who  
2                     are not employed by a Party and to whom it is necessary to  
3                     disclose Confidential Information for the purpose of this action;

4           2)     McGuireWoods LLP and its support staff and other employees  
5                     who are not employed by a Party and to whom it is necessary to  
6                     disclose Confidential Information for the purpose of this action;

7           2.5     Designating Party: a Party or Non-Party that designates information or  
8     items that it produces in disclosures or in responses to discovery as  
9     “CONFIDENTIAL.”

10          2.6     Disclosure or Discovery Material: all items or information, regardless  
11     of the medium or manner in which it is generated, stored, or maintained (including,  
12     among other things, testimony, transcripts, and tangible things), that are produced or  
13     generated in disclosures or responses to discovery in this matter, or in connection  
14     with any settlement administration.

15          2.7     Expert: a person with specialized knowledge or experience in a matter  
16     pertinent to the litigation who has been retained by a Party or its counsel to serve as  
17     an expert witness or as a consultant in this Action.

18          2.8     “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
19     Information or Items: extremely sensitive “Confidential Information or Items,”  
20     disclosure of which to another Party or Non-Party would create a substantial risk of  
21     serious harm that could not be avoided by less restrictive means. Highly Confidential  
22     – Attorneys’ Eyes-Only Information includes private information pertaining to  
23     putative or certified class members, for which Defendant or a third party has a duty  
24     to maintain the confidentiality of such information, including any such information  
25     that may be required to be provided to any settlement administrator. Information  
26     designated Highly Confidential – Attorneys’ Eyes Only (referred to herein as an  
27     “AEO” designation) may be used only in connection with this proceeding and not for  
28

1 any other purpose. Such information may not be disclosed to anyone except as  
2 provided in this Order.

3 2.9 House Counsel: attorneys who are employees of a party to this Action.  
4 House Counsel does not include Outside Counsel of Record or any other outside  
5 counsel.

6 2.10 Non-Party: any natural person, partnership, corporation, association, or  
7 other legal entity not named as a Party to this action.

8 2.11 Outside Counsel of Record: attorneys who are not employees of a party  
9 to this Action but are retained to represent or advise a party to this Action and have  
10 appeared in this Action on behalf of that party or are affiliated with a law firm that  
11 has appeared on behalf of that party, including support staff.

12 2.12 Party: any party to this Action, including all of its officers, directors,  
13 employees, consultants, retained experts, Professional Vendors, and Counsel (and  
14 their support staffs).

15 2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
16 Discovery Material in this Action.

17 2.14 Professional Vendors: persons or entities that provide litigation support  
18 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
19 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
20 and their employees and subcontractors, including settlement administrators.

21 2.15 Protected Material: any Disclosure or Discovery Material that is  
22 designated as “CONFIDENTIAL” or “AEO.”

23 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
24 from a Producing Party.

### 25 **3. SCOPE**

26 The protections conferred by this Stipulation and Order cover not only  
27 Protected Material (as defined above), but also (1) any information copied or  
28 extracted from Protected Material; (2) all copies, excerpts, summaries, or

1 compilations of Protected Material; and (3) any testimony, conversations, or  
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the  
4 trial judge. This Order does not govern the use of Protected Material at trial.

#### 5 **4. DURATION**

6 Once a case proceeds to trial, all of the court-filed information to be introduced  
7 that was previously designated as confidential or maintained pursuant to this  
8 protective order becomes public and will be presumptively available to all members  
9 of the public, including the press, unless compelling reasons supported by specific  
10 factual findings to proceed otherwise are made to the trial judge in advance of the  
11 trial. *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th  
12 Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in  
13 discovery from “compelling reasons” standard when merits-related documents are  
14 part of court record). Accordingly, the terms of this protective order do not extend  
15 beyond the commencement of the trial.

#### 16 **5. DESIGNATING PROTECTED MATERIAL**

##### 17 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

18 Each Party or Non-Party that designates information or items for protection under  
19 this Order must take care to limit any such designation to specific material that  
20 qualifies under the appropriate standards. The Designating Party must designate for  
21 protection only those parts of material, documents, items, or oral or written  
22 communications that qualify so that other portions of the material, documents, items,  
23 or communications for which protection is not warranted are not swept unjustifiably  
24 within the ambit of this Order.

25 Mass, indiscriminate, or routinized designations are prohibited. Designations  
26 that are shown to be clearly unjustified or that have been made for an improper  
27 purpose (e.g., to unnecessarily encumber the case development process or to impose  
28 unnecessary expenses and burdens on other parties) may expose the Designating

1 Party to sanctions.

2 If it comes to a Designating Party's attention that information or items that it  
3 designated for protection do not qualify for protection, that Designating Party must  
4 promptly notify all other Parties that it is withdrawing the inapplicable designation.

5 5.2 Manner and Timing of Designations. Except as otherwise provided in  
6 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
7 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
8 under this Order must be clearly so designated before the material is disclosed or  
9 produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic  
12 documents, but excluding transcripts of depositions or other pretrial or trial  
13 proceedings), that the Producing Party affix, at a minimum, the legend  
14 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
15 ONLY" (hereinafter referred to collectively as a "CONFIDENTIAL legend"), to  
16 each page that contains protected material. If only a portion or portions of the material  
17 on a page qualifies for protection, the Producing Party also must clearly identify the  
18 protected portion(s) (e.g., by making appropriate markings in the margins).

19 A Party or Non-Party that makes original documents available for inspection  
20 need not designate them for protection until after the inspecting Party has indicated  
21 which documents it would like copied and produced. During the inspection and  
22 before the designation, all of the material made available for inspection shall be  
23 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents  
24 it wants copied and produced, the Producing Party must determine which documents,  
25 or portions thereof, qualify for protection under this Order. Then, before producing  
26 the specified documents, the Producing Party must affix the "CONFIDENTIAL  
27 legend" to each page that contains Protected Material. If only a portion or portions  
28 of the material on a page qualifies for protection, the Producing Party also must

1 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
2 margins).

3 (b) for testimony given in depositions that the Designating Party  
4 identify the Disclosure or Discovery Material on the record, before the close of the  
5 deposition.

6 (c) for information produced in some form other than documentary  
7 and for any other tangible items, that the Producing Party affix in a prominent place  
8 on the exterior of the container or containers in which the information is stored the  
9 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
10 EYES ONLY.” If only a portion or portions of the information warrants protection,  
11 the Producing Party, to the extent practicable, shall identify the protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
13 failure to designate qualified information or items does not, standing alone, waive  
14 the Designating Party’s right to secure protection under this Order for such material.  
15 Upon timely correction of a designation, the Receiving Party must make reasonable  
16 efforts to assure that the material is treated in accordance with the provisions of this  
17 Order.

## 18 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
20 designation of confidentiality at any time that is consistent with the Court’s  
21 Scheduling Order.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
23 resolution process under Local Rule 37.1, *et seq.* Any discovery motion must strictly  
24 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

25 6.3 Burden. The burden of persuasion in any such challenge proceeding  
26 shall be on the Designating Party. Frivolous challenges, and those made for an  
27 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
28 other parties) may expose the Challenging Party to sanctions. Unless the Designating

1 Party has waived or withdrawn the confidentiality designation, all parties shall  
2 continue to afford the material in question the level of protection to which it is entitled  
3 under the Producing Party's designation until the Court rules on the challenge.

4 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
6 disclosed or produced by another Party or by a Non-Party in connection with this  
7 Action only for prosecuting, defending, or attempting to settle this Action. Such  
8 Protected Material may be disclosed only to the categories of persons and under the  
9 conditions described in this Order. When the Action has been terminated, a Receiving  
10 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a  
12 location and in a secure manner that ensures that access is limited to the persons  
13 authorized under this Order.

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
15 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
16 Receiving Party may disclose any information or item designated  
17 "CONFIDENTIAL" only to:

18 (a) the Receiving Party's Outside Counsel of Record in this Action,  
19 as well as employees of said Outside Counsel of Record to whom it is reasonably  
20 necessary to disclose the information for this Action;

21 (b) the officers, directors, and employees (including House Counsel)  
22 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

23 (c) Experts (as defined in this Order) of the Receiving Party to whom  
24 disclosure is reasonably necessary for this Action and who have signed the  
25 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

26 (d) the Court and its personnel;

27 (e) court reporters and their staff;  
28

1 (f) professional jury or trial consultants, mock jurors, and  
2 Professional Vendors to whom disclosure is reasonably necessary for this Action and  
3 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information  
5 or a custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses,  
7 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
8 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
9 they will not be permitted to keep any confidential information unless they sign the  
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
11 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
12 deposition testimony or exhibits to depositions that reveal Protected Material may be  
13 separately bound by the court reporter and may not be disclosed to anyone except as  
14 permitted under this Stipulated Protective Order; and

15 (i) any mediator or settlement officer, and their supporting  
16 personnel, mutually agreed upon by any of the parties engaged in settlement  
17 discussions.

18 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
19 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
20 writing by the Designating Party, a Receiving Party may disclose any information or  
21 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
22 to:

23 (a) the Receiving Party’s Counsel, as well as employees of said  
24 Counsel to whom it is reasonably necessary to disclose the information for this  
25 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”  
26 that is attached hereto as Exhibit A;

27 (b) Experts of the Receiving Party (1) to whom disclosure is  
28 reasonably necessary for this litigation, and (2) who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (c) the Court and its personnel;

3 (d) court reporters and their staff, professional jury or trial  
4 consultants, and Professional Vendors to whom disclosure is reasonably necessary  
5 for this litigation and who have signed the “Acknowledgment and Agreement to Be  
6 Bound” (Exhibit A);

7 (e) during their depositions, witnesses in the action to whom  
8 disclosure is reasonably necessary and who have signed the “Acknowledgment and  
9 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating  
10 Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits  
11 to depositions that reveal Protected Material must be separately bound by the court  
12 reporter and may not be disclosed to anyone except as permitted under this Protective  
13 Order; and

14 (f) the author or recipient of a document containing the information  
15 or a custodian or other person who otherwise possessed or knew the information;

16 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
17 **PRODUCED IN OTHER LITIGATION**

18 If a Party is served with a subpoena or a court order issued in other litigation  
19 that compels disclosure of any information or items designated in this Action as  
20 “CONFIDENTIAL” or “AEO,” that Party must:

21 (a) promptly notify in writing the Designating Party. Such  
22 notification shall include a copy of the subpoena or court order;

23 (b) promptly notify in writing the party who caused the subpoena or  
24 order to issue in the other litigation that some or all of the material covered by the  
25 subpoena or order is subject to this Protective Order. Such notification shall include  
26 a copy of this Stipulated Protective Order; and

27 (c) cooperate with respect to all reasonable procedures sought to be  
28 pursued by the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with  
2 the subpoena or court order shall not produce any information designated in this  
3 action as “CONFIDENTIAL” or “AEO” before a determination by the court from  
4 which the subpoena or order issued, unless the Party has obtained the Designating  
5 Party’s permission. The Designating Party shall bear the burden and expense of  
6 seeking protection in that court of its confidential material and nothing in these  
7 provisions should be construed as authorizing or encouraging a Receiving Party in  
8 this Action to disobey a lawful directive from another court.

9 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
10 **PRODUCED IN THIS LITIGATION**

11 (a) The terms of this Order are applicable to information produced by a  
12 Non-Party in this Action and designated as “CONFIDENTIAL” or “AEO.” Such  
13 information produced by Non-Parties in connection with this litigation is protected  
14 by the remedies and relief provided by this Order. Nothing in these provisions should  
15 be construed as prohibiting a Non-Party from seeking additional protections.

16 (b) In the event that a Party is required, by a valid discovery request, to  
17 produce a Non-Party’s confidential information in its possession, and the Party is  
18 subject to an agreement with the Non-Party not to produce the Non-Party’s  
19 confidential information, then the Party shall:

20 (1) promptly notify in writing the Requesting Party and the Non-  
21 Party that some or all of the information requested is subject to a confidentiality  
22 agreement with a Non-Party;

23 (2) promptly provide the Non-Party with a copy of the Stipulated  
24 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
25 specific description of the information requested; and

26 (3) make the information requested available for inspection by the  
27 Non-Party, if requested.  
28

1 (c) If the Non-Party fails to seek a protective order from this Court within  
2 14 days of receiving the notice and accompanying information, the Receiving Party  
3 may produce the Non-Party's confidential information responsive to the discovery  
4 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
5 not produce any information in its possession or control that is subject to the  
6 confidentiality agreement with the Non-Party before a determination by the Court.  
7 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
8 of seeking protection in this Court of its Protected Material.

9 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
11 Protected Material to any person or in any circumstance not authorized under this  
12 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
13 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
14 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
15 persons to whom unauthorized disclosures were made of all the terms of this Order,  
16 and (d) request such person or persons to execute the "Acknowledgment and  
17 Agreement to Be Bound" that is attached hereto as Exhibit A.

18 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
19 **PROTECTED MATERIAL**

20 When a Producing Party gives notice to Receiving Parties that certain  
21 inadvertently produced material is subject to a claim of privilege or other protection,  
22 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
23 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
24 may be established in an e-discovery order that provides for production without prior  
25 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
26 parties reach an agreement on the effect of disclosure of a communication or  
27 information covered by the attorney-client privilege or work product protection, the  
28 parties may incorporate their agreement in the stipulated protective order submitted

1 to the Court.

2 **12. MISCELLANEOUS**

3 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
4 person to seek its modification by the Court in the future.

5 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
6 Protective Order, no Party waives any right it otherwise would have to object to  
7 disclosing or producing any information or item on any ground not addressed in this  
8 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
9 ground to use in evidence of any of the material covered by this Protective Order.

10 12.3 Filing Protected Material. A Party that seeks to file under seal any  
11 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
12 only be filed under seal pursuant to a court order authorizing the sealing of the  
13 specific Protected Material at issue; good cause must be shown in the request to file  
14 under seal. If a Party's request to file Protected Material under seal is denied by the  
15 Court, then the Receiving Party may file the information in the public record unless  
16 otherwise instructed by the Court.

17 **13. FINAL DISPOSITION**

18 After the final disposition of this Action, within 60 days of a written request  
19 by the Designating Party, each Receiving Party must return all Protected Material to  
20 the Producing Party or destroy such material. As used in this subdivision, "all  
21 Protected Material" includes all copies, abstracts, compilations, summaries, and any  
22 other format reproducing or capturing any of the Protected Material. Whether the  
23 Protected Material is returned or destroyed, the Receiving Party must submit a  
24 written certification to the Producing Party (and, if not the same person or entity, to  
25 the Designating Party) by the 60 day deadline that (1) identifies (by category, where  
26 appropriate) all the Protected Material that was returned or destroyed and (2) affirms  
27 that the Receiving Party has not retained any copies, abstracts, compilations,  
28 summaries or any other format reproducing or capturing any of the Protected

1 Material. Notwithstanding this provision, counsel are entitled to retain an archival  
2 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
3 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
4 work product, and consultant and expert work product, even if such materials contain  
5 Protected Material. Any such archival copies that contain or constitute Protected  
6 Material remain subject to this Protective Order as set forth in Section 4  
7 (DURATION).

8 **14. VIOLATION OF ORDER**

9 Any violation of this Order may be punished by any and all appropriate  
10 measures including, without limitation, contempt proceedings and/or monetary  
11 sanctions.

12 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

13  
14 Dated: July 23, 2019

/s/

Shaun Setareh  
Setareh Law Group  
Attorneys for Plaintiff  
Jorge Perez

15  
16  
17  
18 Dated: July 23, 2019

/s/

Matthew C. Kane  
McGUIRE WOODS LLP  
Attorneys for Defendants  
Performance Food Group, Inc. and  
Vistar Transportation, LLC

19  
20  
21 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

22  
23 DATED: November 14, 2019



24 Honorable Steve Kim  
25 United States Magistrate Judge  
26  
27  
28

**Exhibit A**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

JORGE PEREZ, on behalf of himself, all  
others similarly situated, and the general  
public,

Plaintiffs,

vs.

PERFORMANCE FOOD GROUP, INC.,  
a Colorado corporation; VISTAR  
TRANSPORTATION, LLC, a Delaware  
limited liability company; ROMA FOOD  
ENTERPRISES, INC., a California  
corporation; and DOES 1-50, inclusive,

Defendants.

Case No. 2:17-cv-00357-JAK-SK

**AGREEMENT TO BE BOUND BY  
PROTECTIVE ORDER**

The undersigned hereby acknowledges that he/she having read the  
Stipulated Protective Order entered in the above-captioned action and attached  
hereto, understands the terms thereof and agrees to be bound by its terms, ensuring  
that any employees and/or clerical assistants will also abide thereby. The  
undersigned submits to the jurisdiction of this Court in matters relating to the  
Protective Order and understands that the terms obligate him/her to use documents  
designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
EYES ONLY” in accordance with the Protective Order solely for the purposes of  
the above-captioned action, and not to disclose any such documents or information  
derived directly therefrom to any other person, firm, or concern.

1                   The undersigned acknowledges that violation of the Protective Order  
2 may result in penalties for contempt of court.

3  
4                   Entered into on this \_\_\_\_\_ day of \_\_\_\_\_,  
5 \_\_\_\_\_.

6  
7  
8                   Signature: \_\_\_\_\_

9  
10                  Print Name: \_\_\_\_\_

11                  Address: \_\_\_\_\_

12  
13 \_\_\_\_\_